



**MESA
COMMUNITY COLLEGE**
A MARICOPA COMMUNITY COLLEGE



**KARABUK
UNIVERSITY**

**AGREEMENT OF UNDERSTANDING FRAMEWORK FOR ACADEMIC
COLLABORATION**

between

**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOR
MESA COMMUNITY COLLEGE,**

USA

Represented by **Leslie Kyman Cooper**

General Counsel, Maricopa County Community College District for
Mesa Community College in USA,

and

KARABUK UNIVERSITY,

TURKEY

Represented by **Prof. Refik POLAT**

Rector of Karabuk University in Turkey,

(Hereinafter referred to collectively as the "Parties" or individually as the "Party"),

Whereas

The Parties have decided to enter into this Framework of Academic Collaboration (hereinafter referred to as "Agreement") in order to promote, facilitate and consolidate international cooperation in education and research, based on the principles of reciprocity and mutual benefit.

Decide as follows:

Article 1. Areas of Cooperation

The areas of cooperation shall include, subject to mutual consent, any activity or program at either institution as considered feasible and desirable on either side in order to foster and develop the cooperative academic relationship between the two parties.

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Article 2. Modes of Cooperation

The implementation of research and study programs determined in conformity with Article 1 may be carried out through the joint realization of research projects, teaching programs, exchange of scholars and study programs for students, faculty and staff at the location of either party, according to the modalities specified in Article 4 of this Agreement.

More specifically, these are the modes of cooperation that may be used in a separate appendix to which the parties agree to, included the following:

- Exchange of scholars
- Joint research projects
- Joint teaching and/or supervision of students
- Joint participation in workshops and/or conference days
- Student mobility and prospective exchange of students (as may be mutually agreed upon)
- Participation of students in Study Abroad programs hosted by each institution

Future cooperation may include a formal articulation agreement between the parties including "2+2" programs whereby a student completing 2 years of study at Mesa Community College may continue studies at Karabuk University to complete a Bachelor's degree.

Article 3. Liaison

Where needed, the Parties will appoint a faculty member or senior administrator as coordinator of the activities entailed in this Agreement who will also be responsible for facilitating and maintaining communication with the other Party for that purpose.

Each party agrees to maintain and display current information and promotional materials about each other's institution and its programs and provide guidance to prospective students interested in study in the United States of America at Mesa Community College and in Turkey at Karabuk University.

The parties may expand cooperation by inviting other organizations in their network to participate in cooperative activities.

Article 4. Specific Cooperation Agreements

Nothing in this Agreement shall be construed as creating any legal or financial relationship or commitment between the two Parties.

The terms of collaboration and the necessary funding for each program and activity shall be mutually negotiated, discussed and agreed upon in writing by both Parties in separate specific cooperation agreements prior to the initiation of any particular program or activity. Each institution will designate



where needed, a lead coordinator for the activities or programs of potential cooperation that may form the basis for specific cooperation agreements to be executed between the parties.

Besides implementation modalities specifying academic, organizational, technical and financial aspects, specific cooperation agreements shall contain terms relating to intellectual property rights and procedures for publication etc.

Article 5. Principles

Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply: Unless exempt under Federal law, both Parties agree to abide by the provisions of state and federal law and regulation prohibiting discrimination on the basis of protected class status. This includes the following: Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of educational services, on the basis of race, religion, color (Title VI), or race, color, national origin, gender, or religion (Title VII); Executive Order No. 11246, as amended, which requires non-discriminatory practices in hiring and employment on the part of U.S. government contractors; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 which prohibit discrimination on the basis of disabilities; as well as applicable Arizona anti-discrimination laws to the extent they apply. The Parties agree that when interacting with employees and students both Parties will comply with Title IX of the Education Amendments of 1972 (20 USC 1681), which prohibits discrimination on the basis of sex in any federally funded education program or activity. Contractor must include this provision in every subcontract or purchase order relating to purchases by either Party to insure that the subcontractors and vendors are bound by this provision. The Parties additionally agree that all of its employees will cooperate with any investigation by MCCCDC of a claimed violation of the above, to abide by any interim measures imposed during the course of an investigation and/or final measures imposed as a result of an investigation, and that the contract (or any sub-contract) may be terminated without further recourse in the event of a finding of a violation of any of the aforementioned laws by any of the Parties' employees, subcontractors and related parties. To the extent either Party generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), both Parties will comply with applicable FERPA requirements. For purposes of this Agreement, both Parties shall designate each other as a school official with a legitimate educational interest in the educational records of Participating Students to the extent that access to School's records is required to carry out the terms of this Agreement.

Article 6. Terms of Cooperation

6.1 Duration

This Agreement shall commence on the later of the two dates of signature of the parties, this being the date when both parties have duly accepted the conditions laid down in this Agreement. The Agreement shall be in force for five (5) years and may be renewed or extended by mutual written consent of the authorized officials of the parties to it.

6.2 Amendments

Any amendment and/or modification of the Agreement will require written approval of both Parties and shall be appended hereto.

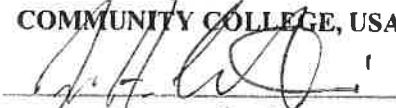
6.3 Termination for convenience

Either Party reserves the right to terminate this Agreement at any time, for any or no reason, subject to ninety (90) days prior written notice to the other party hereto. Any program or activity that has already commenced pursuant to specific cooperation agreements executed between the parties hereto, if executed, shall survive termination of this Agreement and be completed to the best of both parties' abilities pursuant and subject to the terms of the relevant specific cooperation agreement.

This Agreement is drafted in 2 original copies in English, and Turkish with identical content. If there is any inconsistency or ambiguity between the two versions, the English version shall prevail.

Date: 12/17/2019
Signed:

MARICOPA COUNTY
COMMUNITY COLLEGE
DISTRICT FOR MESA
COMMUNITY COLLEGE, USA


James H. Curtin
Associate General Counsel, Sr.

Date: 7/8/2019

Signed:
KARABUK UNIVERSITY,
TURKEY


Prof. Refik POLAT
Rector of
Karabuk University